



NONEXCLUSIVE SUBLICENSE AGREEMENT
FOR
HOME VIDEO GAME DEVICES

COPY

AGREEMENT, having an effective date of October 1, 1981, by and between THE MAGNAVOX COMPANY (hereinafter called LICENSOR), a corporation of the State of Delaware, U.S.A., having a place of business at 100 East 42nd Street, New York, New York 10017 and ATARI, INC., (hereinafter called LICENSEE), a corporation of the State of California, U.S.A., having a place of business at 1265 Borregas Avenue, Sunnyvale, California 94086.

W I T N E S S E T H

WHEREAS, LICENSOR is the exclusive licensee under a plurality of patents and patent applications, the titles of which reside in Sanders Associates, Inc. (hereinafter called SANDERS), a corporation of the State of Delaware, U.S.A., having an office at Daniel Webster Highway South, Nashua, New Hampshire 03061;

WHEREAS, LICENSOR has the exclusive right under an Agreement dated January 27, 1972, as amended by a Supplemental Agreement effective January 1, 1976, between itself and SANDERS to grant licenses under such plurality of patents and patent applications;

WHEREAS, LICENSEE is licensed by LICENSOR under the forementioned patents and patent applications of SANDERS by an agreement dated June 8, 1976, which agreement remains in force;

WHEREAS, LICENSEE exercised an option granted by LICENSOR by letter dated June 8, 1976; and

WHEREAS, LICENSEE desires to broaden and supplement the above-mentioned June 8, 1976 agreement under the forementioned patents and patent applications of SANDERS;

NOW, THEREFORE, for and in consideration of the mutual understanding and obligations herein set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01 As used herein, the following terms shall have the following meanings:

(a) LICENSED PATENTS shall mean the Patents and Patent Applications of Argentina, Australia, Belgium, Canada, France, Great Britain, Greece, Holland, Hong Kong, India, Israel, Italy, Japan, Mexico, Singapore, Spain, Sweden, Switzerland, Venezuela, West Germany, and West Malaysia which are set forth on the Attached Exhibit A, and any and all reissues, divisions, continuations and extensions of any such Patents and Patent Applications in such Countries.

(b) TERRITORY shall mean the United States of America.

(c) LICENSED PRODUCT shall mean any consumer or home electronics type game apparatus (including housing, power-supply, controls and means of attachment to a television receiver or monitor), which employs apparatus, circuits, systems, methods or improvements covered by one or more of LICENSED PATENTS (as defined above).

The term LICENSED PRODUCT as used herein shall not include any apparatus, circuits, systems, methods or improvements covered by LICENSED PATENTS for coin-operated amusement games or other type of commercial amusement games not intended primarily for home use, and further shall not include in its meaning any apparatus, circuits, systems, methods or improvements covered by LICENSED PATENTS for a home game built into or provided as an integral part of a television receiver. The term LICENSED PRODUCTS as used herein shall include LICENSED PROGRAMMABLE PRODUCTS and LICENSED PROGRAMS but not LICENSED NONPROGRAMMABLE PRODUCTS. A LICENSED PROGRAMMABLE PRODUCT shall be a LICENSED PRODUCT which includes a control unit (such as a microprocessor) manufactured outside the TERRITORY and used or sold under one of the LICENSED PATENTS and one memory unit or circuit element removably connectable to such a control unit, manufactured in the TERRITORY and used or sold under one of the LICENSED PATENTS which when connected for operation to such a control unit comprises therewith a combination covered by one or more of LICENSED PATENTS. Each such control unit shall be adapted for operation with more than one removably connectable memory unit or circuit element. One memory unit or circuit element (the total of which are hereinafter referred to as the first quantity) which is manufactured in the TERRITORY and used or sold under the LICENSED PATENTS shall, for royalty determining purposes, be considered in combination with a control unit manufactured outside the TERRITORY and used or sold under the LICENSED PATENTS as comprising a LICENSED PROGRAMMABLE PRODUCT, whether or not such combination is sold

as such. LICENSED PROGRAM shall mean each memory unit or circuit element manufactured in the TERRITORY, and used or sold under the LICENSED PATENTS, in excess of those of the first quantity, which when connected for operation with a control unit comprises in combination with the control unit a LICENSED PROGRAMMABLE PRODUCT. LICENSED NON-PROGRAMMABLE PRODUCTS shall include any home game comprising a LICENSED PRODUCT which does not come within the definition of LICENSED PROGRAMMABLE PRODUCT or LICENSED PROGRAM.

(d) NET SELLING PRICE for each LICENSED PRODUCT shall mean the invoice price of the equipment comprising each LICENSED PRODUCT, F.O.B. Inland Carrier at Factory of LICENSED PRODUCT manufacture. All invoice prices hereunder shall be determined after deduction of trade and quantity discounts but before deducting any other item and shall be understood not to include commodity taxes, insurance premiums for transportation, transportation costs and special packaging costs charged for separately, if any. In the case of a LICENSED PRODUCT sold in a package with separable non-licensed products, the NET SELLING PRICE shall be determined by fairly allocating the invoice price to the LICENSED PRODUCT and the non-licensed products. Products shall be determined to be separable if they can be purchased separately by an ultimate consumer as a consumer product.

(e) DOLLARS shall mean United States of America Dollars.

(f) SUBSIDIARY shall mean any corporation (including any legal entity similar thereto) or other kind of business organization in which LICENSOR or LICENSEE, as the case may be, now or hereafter during the term of this Agreement has a "controlling interest". The

term SUBSIDIARY also includes any other corporation or other kind of business organization in which such a corporation or business organization controlled by LICENSOR or LICENSEE, now or hereafter during the term of this Agreement has a "controlling interest". "Controlling interest" in the case of a corporation or business organization shall mean direct or indirect ownership or control by LICENSOR or LICENSEE of that number of the shares of said corporation, entity, or organization which represents the right to elect a majority of the directors of the corporation, or persons performing similar functions; and in the case of any other kind of business organization, it means that direct or indirect ownership or control of the capital thereof, or other interest therein, by or through which LICENSOR or LICENSEE exercises or has the power to exercise in any manner, directly or indirectly, control or direction thereof.

ARTICLE II

LICENSES AND RIGHTS

2.01 LICENSOR hereby grants to LICENSEE, subject to the reservations and conditions set forth herein, a nonexclusive license under LICENSED PATENTS, without the right to sublicense, to use and sell LICENSED PRODUCTS in the Countries of Argentina, Australia, Belgium, Canada, France, Great Britain, Greece, Holland, Hong Kong, India, Israel, Italy, Japan, Mexico, Singapore, Spain, Sweden, Switzerland, Venezuela, West Malaysia and West Germany.

2.02 Nothing herein shall be construed as preventing or restricting either party from manufacturing, using, or selling any product in any

country or territory, it being understood, however, that no licenses under patents expressed or implied, are hereby granted except under LICENSED PATENTS as defined in Paragraphs 1.01 (a) of Article I, and to the extent set forth in Paragraph 2.01 of this Article II.

2.03 LICENSOR hereby warrants that it has the right to grant the license herein granted to LICENSEE.

ARTICLE III

CONSIDERATION

3.01 In consideration of the nonexclusive license herein granted by LICENSOR to LICENSEE, and in view of the sales of LICENSEE under the OTHER LICENSE and the payments to LICENSOR from LICENSEE under the OTHER LICENSE, LICENSEE agrees to and shall make payment to LICENSOR of a royalty as set forth in the forementioned option letter dated ✓ June 8, 1976 for each LICENSED PROGRAMMABLE PRODUCT used and/or sold under any of the LICENSED PATENTS and of a royalty of four percent (4%) of the NET SELLING PRICE for each LICENSED PRODUCT other than LICENSED PROGRAMMABLE PRODUCTS used and/or sold under any of the LICENSED PATENTS.

✓ 3.02 If after the effective date hereof LICENSEE shall sell a number of control units made in the TERRITORY in a patent bearing country outside the TERRITORY, a number of LICENSED PROGRAMS sold in that ✓ patent bearing country equal in number to such sold number of control units shall bear no royalty hereunder, provided each such control unit was not sold together with a memory unit or circuit element which would constitute a LICENSED PROGRAM hereunder, if sold separately.

3.03 For determining the number of LICENSED PROGRAMS sold in a patent bearing country outside the TERRITORY during a reporting period which shall bear royalty payment hereunder, the number of LICENSED PROGRAMS sold in such country during that period and which except for this paragraph 3.03 would bear royalty payment hereunder shall be multiplied by the number of control units made outside the TERRITORY and sold in such patent bearing country by the end of the period under consideration and divided by the sum of that number of control units plus the number of control units made in the TERRITORY and sold in the country under consideration by the end of the period.

ARTICLE IV

MAXIMUM AND MINIMUM ROYALTY SCHEDULES

4.01 Should any computed royalty payable by LICENSEE to LICENSOR under the provisions of paragraph 3.01 hereof for LICENSED PROGRAMMABLE PRODUCTS be either more than a maximum royalty of \$1.50 per LICENSED PROGRAMMABLE PRODUCT or less than a minimum royalty of \$1.00 per LICENSED PROGRAMMABLE PRODUCT during the term of this Agreement, then LICENSEE shall make payment of the respective maximum or minimum royalty for those LICENSED PROGRAMMABLE PRODUCTS in lieu of said computed royalty.

ARTICLE V

PAYMENTS

5.01 All payments made by LICENSEE to LICENSOR are to be in United States DOLLARS, or any other currency acceptable by LICENSOR, at their offices in New York, State of New York, United States of America.

5.02 LICENSEE shall make timely withholding and payments to appropriate authorities for the account of LICENSOR of any applicable withholding taxes or any other appropriate governmental taxes due from payments remitted by LICENSEE to LICENSOR. LICENSEE shall see that LICENSOR is given full credit with the appropriate government authorities for having paid such taxes and shall send to LICENSOR an official return and receipt reflecting such payments.

ARTICLE VI

REPORTING OF ROYALTIES

6.01 LICENSEE, within thirty (30) days after and as of the end of each calendar quarter of each year during the term of this Agreement, shall furnish to LICENSOR a royalty report specifying:

(a) the amount or amounts due to LICENSOR for sales and uses of LICENSED PRODUCTS during the preceding calendar quarter upon which royalty has not been paid, and

(b) the taxes of any government withheld and paid on behalf of LICENSOR pursuant to Paragraph 5.02 above.

6.02 Each report so submitted or submitted under the terms of Paragraph 6.03 below shall be accompanied by the payments due to LICENSOR.

6.03 The first such royalty report shall be furnished to LICENSOR within thirty (30) days after this Agreement is signed by both parties and shall cover and include all LICENSED PRODUCTS used, sold, or otherwise disposed of (except as scrap) by LICENSEE and its SUBSIDIARIES after the effective date of this Agreement.

6.04 LICENSEE agrees to make a written report to LICENSOR within thirty (30) days after the date of any termination by LICENSEE of an license under a LICENSED PATENT received by LICENSEE under this Agreement and within thirty (30) days of the termination of this Agreement howsoever arising, stating in such report the amount of royalty due LICENSOR for sales and uses of LICENSED PRODUCTS before such termination and upon which royalty was not previously paid.

6.05 LICENSEE shall retain, for a period of six (6) years after making a royalty report, the records, files and books of account prepared in the normal course of business, which contain data reasonably required for the computation and verification of the amounts to be paid and the information to be given in such report. LICENSEE shall permit the reasonable annual inspection, at reasonable times during normal business hours, at LICENSEE'S expense, of such records, files and books of account by a certified public accountant acceptable to LICENSOR. Said accountant shall make such inspection accordance with LICENSOR'S instruction and shall be permitted to inspect said records, files, and books and LICENSEE shall give said accountant such other information as may be necessary and proper to enable the amounts of payments payable hereunder to be accurately ascertained. Said accountant shall not disclose to anyone, directly or indirectly, any of the information obtained as a result of any inspection, and such accountant shall report to LICENSOR only the amount of royalty due and payable.

6.06 LICENSEE shall pay interest at the rate of One and One-Half Percent (1-1/2%) per month on any sums due from LICENSEE to LICENSOR and not paid by their due date.

6.07 In order to insure to LICENSOR the full royalty payments contemplated hereunder, LICENSEE agrees that, in the event any LICENSED PRODUCTS shall be sold (1) to a corporation, firm, or association which, or individual who shall own a controlling interest in LICENSEE by stock ownership or otherwise, or (2) to a corporation, firm or association in which LICENSEE or stockholders of LICENSEE, any subsidiary company of LICENSEE shall own, directly or indirectly, a controlling interest by stock ownership or otherwise, or (3) to a corporation, firm, or association with which, or individual with which LICENSEE or its stockholders or subsidiary companies shall have any agreement, understanding, or arrangement (such as, among other things, an option to purchase stock, or an arrangement involving a division of profits or special rebates or allowances) without which agreement, understanding, or arrangement, prices paid by such corporation, firm, or association, or individual for LICENSED PRODUCTS would be higher than the NET SELLING PRICE charged by LICENSEE, or if such agreement, understanding, or arrangement results in extending to such corporation, firm, association, or individual lower prices for LICENSED PRODUCTS than those charged to outside concerns buying similar merchandise in similar amounts and under similar conditions, then, and in any of such events, the royalties to be paid hereunder in respect of such LICENSED PRODUCTS shall be based upon the NET SELLING PRICE.

PRICE at which the purchaser of LICENSED PRODUCTS so sold resells PRODUCTS rather than upon the NET SELLING PRICE of LICENSEE; provided however, that LICENSEE shall not be obligated under the foregoing to pay royalty based upon selling prices in excess of the standard net selling price at which it or any of the organizations or individuals associated with it as specified in this Paragraph shall sell LICENSED PRODUCTS to any wholly independent jobber or distributor.

ARTICLE VII

TERM AND TERMINATION

7.01 The word "termination" and cognate words such as "term" and "terminate" used in this Article VII are to be read, except where contrary is specifically indicated, as omitting from their effect the following rights and obligations, all of which shall survive any termination to the degree necessary to permit their complete fulfillment or discharge:

(a) LICENSEE's obligation to supply a terminal report in respect to terminated rights as specified in Section 6.04 of Article VI.

(b) LICENSOR's right to receive or recover and LICENSEE'S obligation to pay royalties accrued or accruable for payment at the time of any termination.

(c) LICENSEE's obligation to maintain records and LICENSOR'S right to conduct a final audit as provided in Section 6.05 of Article VI.

(d) Licenses under LICENSED PATENTS running in favor of customers or transferees of LICENSEE in respect to LICENSED PRODUCTS sold or transferred by LICENSEE prior to any termination of this

Agreement or of any license arising under this Agreement, subject to payment by LICENSEE of any royalties payable with respect to such LICENSED PRODUCTS.

(e) any cause of action or claim of either party, accrued or to accrue, because of any breach or default by the other party.

7.02 Unless otherwise terminated as provided in Sections 7.03, 7.04 and 7.05 of this Article VII, this Agreement shall run to the end of the life of the last to expire of the LICENSED PATENTS and shall thereupon terminate.

7.03 At any time after October 1, 1983 LICENSEE shall have the right to terminate this Agreement as a whole or its license and concomitant future obligations in respect to any LICENSED PATENTS, provided there is no default hereunder, by ninety (90) days written notice to LICENSOR; but such termination shall not operate to relieve LICENSEE from its obligation to make a termination report hereunder or from its liability for payment of royalties on sales made hereunder prior to the date of such termination.

7.04 Unless otherwise specified herein, if either LICENSOR or LICENSEE shall default in the performance of any of the material terms and provisions of this Agreement to be performed by it, and such default shall not be cured within sixty (60) days after written notice of such default is given by the nondefaulting party to the defaulting party, then at any time after the expiration of such sixty (60) day

the nondefaulting party may give written notice to the defaulting party of its election to terminate this Agreement. Thereupon, this Agreement shall terminate on the date specified in such notice, which shall not be less than thirty (30) days following the receipt of such last mentioned notice. Such right of termination shall not be exclusive of any other remedies or means of redress to which the nondefaulting party may be lawfully entitled, it being intended that all such remedies be cumulative.

7.05 If either LICENSOR or LICENSEE should be dissolved, or should file a voluntary petition in bankruptcy, or an order should be entered pursuant to any law relating to bankruptcy or insolvency appointing a receiver or trustee for said party, then LICENSOR or LICENSEE, as the case may be, within sixty (60) days thereafter may give written notice to the party filing such petition in bankruptcy or subject to such order of its desire to terminate this Agreement. Thereupon, this Agreement shall terminate on the date specified in such notice, which shall not be less than thirty (30) days following the filing of such notice.

ARTICLE VIII

NO LEGAL REPRESENTATION

8.01 Nothing contained in this Agreement shall be construed as conferring any license or right with respect to any trademark, trade name or brand name, the corporate name of either party or any of its subsidiaries, or any other name or mark, or any contraction, abbreviation, or simulation thereof.

ARTICLE IX

DISCLAIMER OF WARRANTIES-SAVE HARMLESS

9.01 To the best of LICENSOR's knowledge, all LICENSED PATENTS are valid, but LICENSOR does not guarantee the validity thereof. LICENSOR further does not warrant that the manufacture, use, installation, sale by LICENSEE of the LICENSED PRODUCTS does not or shall not infringe the patents or other rights of persons not a party hereto. LICENSOR shall promptly advise LICENSEE of any notice received by LICENSOR of any claimed infringement. LICENSOR shall not be obligated to defend or hold LICENSEE harmless against any suit, claim, demand or action based on actual or alleged infringement of any patents or other rights belonging to persons not a party to this Agreement. Such infringement by LICENSEE shall not relieve it from performing its obligations hereunder.

9.02 LICENSOR hereby disclaims any and all liability or responsibility whatsoever for any loss or damage arising out of the production, design, sale, installation, or use of LICENSED PRODUCTS manufactured or sold by LICENSEE under this Agreement. LICENSOR does not warrant that such LICENSED PRODUCTS are or will be of merchantable quality, fit for any particular purpose for which they may be bought or used.

ARTICLE X

INFRINGEMENT BY THIRD PARTIES

10.01 LICENSEE shall promptly inform LICENSOR upon learning of an infringement of LICENSED PATENTS.

10.02 LICENSOR agrees to bring and prosecute such suits for infringement of the LICENSED PATENTS as may reasonably be necessary to protect unlicensed competition from materially interfering with the business of LICENSEE hereunder. However, LICENSOR shall not be obligated to bring more than one such suit at a time, or against more than one type of infringing device at a time.

ARTICLE XI

SUBSIDIARIES

11.01 This Agreement shall be binding upon and inure to the benefit of the SUBSIDIARIES and successors of each party hereto and shall not be otherwise assignable by either of the parties hereto in whole or in part, to any third party whatsoever, nor shall the obligations hereof of either of the parties hereto otherwise be or become in any way, directly or indirectly, transferable or available to, or divisible or capable of being shared with, or inure to the benefit of any third party without the prior written consent of the other party hereto.

11.02 LICENSEE shall be responsible for, and hereby assumes full liability in respect of all royalty reports and payments for all LICENSED PRODUCTS used, sold, or otherwise disposed of by its SUBSIDIARIES during the term of this Agreement.

ARTICLE XII

MARKING

12.01 LICENSEE agrees to mark all LICENSED PRODUCTS sold by it under the license herein granted with the word "Patents" or "Patent"

respectively, and the numbers or number of the applicable patents patent of the country of sale. LICENSOR shall give LICENSEE time notice of any additional patents issuing pertaining to LICENSED PRODUCTS.

ARTICLE XIII

CONVERSION OF LICENSOR LICENSE WITH SANDERS TO A NONEXCLUSIVE LICENSE

13.01 In the event that LICENSOR converts its license from SANDERS the U.S.A. to a nonexclusive license, then LICENSEE shall from the date of notice of such conversion to a nonexclusive license, consider SANDERS the LICENSOR in this Agreement and shall make all payments be responsible for all obligations under this Agreement to SANDERS.

ARTICLE XIV

NOTICES

14.01 Any notice or request required or permitted to be given under or in connection with this Agreement or the subject matter hereof shall be deemed to have been sufficiently given when, if given to LICENSEE, it shall be addressed to

General Counsel
Atari, Inc.
1265 Borregas Avenue
Sunnyvale, California 94086

and when, if given to LICENSOR, it shall be addressed to

Director of Licensing
The Magnavox Company
100 East 42nd Street
New York, New York 10017

and in each case sent by Registered Mail, postage prepaid. The date of receipt shall be deemed to be the date on which such notice is received.

request has been given. Either party may give written notice of change of address; and after notice of such change has been received any notice or request shall thereafter be given to such party as provided at such changed address.

ARTICLE XV

WAIVER--SEVERABILITY

15.01 Waiver--The Waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall be construed as a waiver by such party of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of such right, power or privilege by such party.

15.02 Severability--If any term, clause or provision of this Agreement shall be judged to be invalid, the validity of any other term, clause, or provision shall not be affected; and such invalid term, clause, or provision shall be deemed deleted from the contract.

ARTICLE XVI

GOVERNING LAW

16.01 This Agreement shall be governed by and construed, and any claim or controversy arising with respect thereto shall be determined in accordance with the laws and in the competent courts of New York.

ARTICLE XIX

INTEGRATION

9.01 This instrument and the forementioned Agreement between LICENSOR and LICENSEE dated June 8, 1976 contain the entire and only agreements between the parties for the TERRITORY and supersedes all re-existing agreements between them respecting its subject matter. No modification, renewal, extension, waiver, and (except as provided in Article VII hereof) no termination of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless made in writing and signed on behalf of such party by one of its executive officers, or in the case of LICENSOR, by a duly authorized officer or the Director of Licensing. As used in this Article XIX the word "termination" includes any and all means of bringing to an end prior to its expiration by its own terms this agreement, or any provision thereof, whether by release, discharge, abandonment, or otherwise.

ARTICLE XX

MORE FAVORABLE TERMS

10.01 In case LICENSOR shall grant a license under any LICENSED PATENTS under which a license is granted hereunder to any manufacturer of consumer or home type amusement games in the TERRITORY other than a company in which LICENSOR has a substantial interest, direct or indirect, such as N.V. Philips Gloeilampenfabrieken, or any of its subsidiaries, which license will permit such company or manufacturer to sell for any use within the scope of the license herein granted at

rates of royalty lower than that provided for in this Agreement (excepting licenses the consideration for which consists in whole or in part of patent rights or other rights of such substantial value in the opinion of LICENSOR are sufficient to warrant a reduction of royalty rates below the rates provided for herein, or the acceptance of such rights in lieu of royalties), LICENSOR will promptly notify LICENSEE of the grant of such license and furnish it with a copy thereof, and LICENSEE shall have the option, at any time within (30) days after the submission to it of a copy of such license agreement, to enter into a similar license agreement with LICENSOR to substitute the same in place of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their corporate names to be affixed by their respective duly authorized officers and representatives.

THE MAGNAVOX COMPANY

Attest: [Signature]

By [Signature]
Title _____
Date _____

ATARI, INC.

Attest: [Signature]

By [Signature]
Title [Signature]
Date _____

ARGENTINA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401D	243,732	08/24/72	201,824	04/24/75
D-2580	243,733	08/24/72	208,872	03/15/77

AUSTRALIA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	52,329	03/21/69	440,524	03/27/74
D-2401A	12,777	03/19/70	440,977	04/11/74
D-2560	51,980	03/17/69	429,985	04/10/73
D-2580	14,365/70	04/27/70	442,967	05/10/74
D-2837	15,257	05/19/70	441,126	03/25/74
D-3120A	68,922/74	05/14/74	478,656	04/15/77

BELGIUM

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	--Withdrawn and refiled as D-2401A			
D-2401A	79,290	09/19/69	739,124	03/19/70
D-2560	71,443	03/18/69	730,002	09/18/69
D-2580	89,546	05/27/70	751,008	11/27/70
D-2837	92,892	08/17/70	754,932	02/17/71
D-3120A	144,829	05/28/74	815,628	09/16/74

CANADA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	045,885	03/17/69	934,056	09/18/73
D-2401A	069,111	12/05/69	948,400	06/04/74
D-2560	045,884	03/17/69	895,028	03/07/72
D-2580	075,965	02/26/70	920,160	01/30/73
D-2580re	236,739	09/30/75	993,001	07/13/76
D-2837	080,392	04/17/70	911,484	10/03/72
D-2837A	141,190	05/03/72	927,864	06/05/73
D-2837re	236,711	09/30/75	999,888	11/16/76
D-2401re	286,872	09/16/77		
D-3120A	201,026	05/28/77	1,010,464	05/17/77
D-3439	275,161	03/30/77		

FRANCE

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	69.07714	03/18/69	69.07714	03/14/74
D-2560	69.07715	03/18/69	69.07715	03/17/74
D-2580	70/19,368	05/27/70	70.19368	07/12/74
D-2837	70/29,530	08/11/70	70.29530	05/17/74
D-3120A	74/18,382	05/28/74	74.18382	12/18/74

GREAT BRITAIN

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	13,242	03/13/69	1,268,821	07/26/74
D-2401A	43,036	09/08/70	1,268,822	07/26/74
D-2560	13,243/69	03/13/69	1,255,224	03/29/74
D-2580	25,007	05/22/70	1,318,051	09/19/74
D-2580A	6324/73	05/22/70	1,319,410	10/03/74
D-2837	38,506	08/10/70	1,328,223	12/27/74
D-3120A	23712/74	05/29/74	1,472,480	08/31/74
D-3439	16153/77	04/19/77	1,566,337	07/02/81

GREECE

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401D	44	08/19/72	45,937	10/31/74
D-2580	45	08/19/72	46,582	08/19/74
D-2580re	4943	08/01/74	51,156	01/17/74
D-2401DR	57881	12/22/78	57,881	

HOLLAND

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	69/04775	03/14/69	153,404	09/17/74
D-2560	69/03946	03/27/69	154,894	02/18/74
D-2580	70/07591	05/26/70	152,422	06/16/74
D-2401A	77/06407	06/10/77		
D-3120A	74/06530	05/15/74		

HONG KONG

<u>Docket No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	75/1976	02/12/76	75/1976	02/12/76
D-2580A	76/1976	02/12/76	76/1976	02/12/76
D-2837	77/1976	02/12/76	77/1976	02/12/76
D-2401A	483/1977	09/22/77	483/1977	09/22/77
D-2580	484/1977	09/22/77	484/1977	09/22/77
D-3120A			578/1977	11/17/77
D-3439			506/1980	09/11/80

INDIA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401D	1531/72	09/28/72	136.499	09/28/72

ISRAEL

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	31,836	03/18/69	31,836	07/28/70
D-2401A	38,735	02/10/72	38,735	05/29/72
D-2560	31,826	03/17/69	31,826	03/30/70
D-2580	33,915	02/02/70	33,915	05/29/70
D-2580A	41,011	12/06/72	41,011	05/29/72
D-2837	34,263	04/08/70	34,263	05/29/70
D-3120A	44,575	04/04/74	44,575	01/05/74

ITALY

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2560	14,194A/69	03/17/69	961,012	12/10/69
D-2401A	24,773A/70	05/18/70	897,269	11/15/70
D-2580	24,954A/70	05/22/70	893,433	10/01/70
D-2837	28,773A/70	08/19/70	901,545	01/03/71
D-3120A	23,194A/74	05/27/74	1,019,625	11/30/74
D-3439	49,030A/77	04/20/77		

JAPAN

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401	27,171/69	04/08/69		
D-2401A	46,828/70	05/30/70	765,636	07/11/70
D-2560	21,204/69	03/18/69	768,992	11/08/69

JAPAN (CON'T)

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2580	44,908/70	05/27/70	778,416	08/12/74
D-2580A	119828/74	10/16/74	852,060	11/12/76
D-2837	71,143/70	08/12/70	811,493	09/12/75
D-3120A	61,424/74	05/29/74		
D-3439	47,280/77	04/22/77		

KOREA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-3439	955/77	04/20/77		

MEXICO

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2401C	136,581	06/28/72	141,144	02/13/80
D-2580	136,584	06/28/72	140,468	10/30/79
D-2837	136,583	06/28/72	141,091	01/29/80

PHILLIPINES

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-3439	19601	03/30/77		

SINGAPORE

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2580A	380/1975	10/17/75	380/1975	02/13/76
D-2837	381/1975	10/17/75	381/1975	02/13/76
D-3439	354/1980	08/14/80	354/1980	09/03/80

SWEDEN

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2560	3521/70	03/13/69	368,467	10/10
D-2580	6931	05/20/70	364,186	05/30
D-2837	11,255/70	08/18/70	377,889	11/10
D-2837A	15697-7	12/13/74		
D-3120A	74/070,442	05/28/74	7,407,044-2	05/18
D-2401-1	7800417-3	01/13/78	7800417-3	01/20
D-2401-1	7800418-1	01/13/78	7800418-1	01/20
D-2401-3	7800419-9	01/13/78	7800419-9	01/20

SWITZERLAND

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2560	4101	03/17/69	512.864	09/15
D-2401A	4689/70	03/28/70	512.865	09/15
D-2580	7,777/70	05/25/70	529.491	10/15
D-2837	012,306/70	08/13/70	534.989	03/15
D-3120A	7340/74	05/28/74	600,718	12/15

VENEZUELA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401D	1572-72	08/18/72	30.146	10/26
D-2580	1571-72	08/18/72	30.171	10/29
D-2580A	2581-74	12/19/74	33,789	06/10
D-2401DR	2119-77	11/04/77	34,070	

WEST GERMANY

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	P1917437.9	04/03/69		
D-2401A	P1951848.0	12/10/69	1,951,848	06/12
D-2560	P1913722.5	03/18/69	1,913,722	03/10
D-2580	P2017312.0	04/10/70	2,017,312	01/10
D-2837	P2030959.5	06/23/70	2,030,959	12/20
D-3120A	P2426249.5	05/29/74	2,426,249	06/13
D-3439	P2314670.9	04/01/77	2,714,670	01/08

WEST MALAYSIA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Da</u>
D-2580A	260/75	12/09/75	260/75	12/09/75
D-2837	261/75	12/09/75	261/75	12/09/75
D-3439			210/81	07/23/81

ARTICLE XVII

COMPLIANCE BY PARTIES WITH LAWS
OF THEIR OWN GOVERNMENTS

17.01 LICENSEE shall at all times comply, at its own expense, with all applicable laws, regulations, and orders of the government of the United States of America and all states, departments, instrumentalities, or political subdivisions thereof, relating to or in any way affecting this Agreement and the performance by LICENSEE and/or LICENSOR hereunder. LICENSEE shall, at its own expense, negotiate and obtain any approval, license, or permit it may need in the performance of its obligations; shall declare, record, or take such other steps as required to render this Agreement binding; and shall make all payments required of it under this Agreement.

17.02 LICENSOR shall at all times comply, at its own expense, with all applicable laws, regulations, and orders of the Government of the United States of America, and of all states, departments, instrumentalities, or political subdivisions thereof, relating to or in any way affecting this Agreement and the performance by LICENSOR and/or LICENSEE hereunder.

ARTICLE XVIII

ASSIGNMENT

18.01 Except as otherwise provided herein, LICENSEE shall not assign, transfer, sublicense, sublet, or encumber its interest in this Agreement or rights granted herein in any manner without the written consent of LICENSOR.

ARTICLE XIX

INTEGRATION

19.01 This instrument and the forementioned Agreement between LICENSOR and LICENSEE dated June 8, 1976 contain the entire and only agreements between the parties for the TERRITORY and supersedes all pre-existing agreements between them respecting its subject matter. No modification, renewal, extension, waiver, and (except as provided in Article VII hereof) no termination of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless made in writing and signed on behalf of such party by one of its executive officers, or in the case of LICENSOR, by a duly authorized officer or the Director of Licensing. As used in this Article XIX the word "termination" includes any and all means of bringing to an end prior to its expiration by its own terms this Agreement, or any provision thereof, whether by release, discharge, abandonment, or otherwise.

ARTICLE XX

MORE FAVORABLE TERMS

20.01 In case LICENSOR shall grant a license under any LICENSED PATENTS under which a license is granted hereunder to any manufacturer of consumer or home type amusement games in the TERRITORY other than the company in which LICENSOR has a substantial interest, direct or indirect, such as N.V. Philips Gloeilampenfabrieken, or any of its subsidiaries, which license will permit such company or manufacturer to sell for any use within the scope of the license herein granted

rates of royalty lower than that provided for in this Agreement (excepting licenses the consideration for which consists in whole in part of patent rights or other rights of such substantial value in the opinion of LICENSOR are sufficient to warrant a reduction of royalty rates below the rates provided for herein, or the acceptance of such rights in lieu of royalties), LICENSOR will promptly notify LICENSEE of the grant of such license and furnish it with a copy thereof, and LICENSEE shall have the option, at any time within (30) days after the submission to it of a copy of such license agreement, to enter into a similar license agreement with LICENSOR to substitute the same in place of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause their corporate names to be affixed by their respective duly authorized officers and representatives.

THE MAGNAVOX COMPANY

Attest: [Signature]

By: [Signature]
Title _____
Date _____

ATARI, INC.

Attest: [Signature]

By: [Signature]
Title _____
Date _____

ARGENTINA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401D	243,732	08/24/72	201,824	04/24
D-2580	243,733	08/24/72	208,872	03/15

AUSTRALIA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	52,329	03/21/69	440,524	03/27
D-2401A	12,777	03/19/70	440,977	04/11
D-2560	51,980	03/17/69	429,985	04/10
D-2580	14,365/70	04/27/70	442,967	05/10
D-2837	15,257	05/19/70	441,126	03/25
D-3120A	68,922/74	05/14/74	478,656	04/15

BELGIUM

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	--Withdrawn and refiled as D-2401A			
D-2401A	79,290	09/19/69	739,124	03/19
D-2560	71,443	03/18/69	730,002	09/18
D-2580	89,546	05/27/70	751,008	11/27
D-2837	92,892	08/17/70	754,932	02/17
D-3120A	144,829	05/28/74	815,628	09/16

CANADA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	045,885	03/17/69	934,056	09/18
D-2401A	069,111	12/05/69	948,400	06/04
D-2560	045,884	03/17/69	895,028	03/07
D-2580	075,965	02/26/70	920,160	01/30
D-2580re	236,739	09/30/75	993,001	07/13
D-2837	080,392	04/17/70	911,484	10/03
D-2837A	141,190	05/03/72	927,864	06/05
D-2837re	236,711	09/30/75	999,888	11/16
D-2401re	286,872	09/16/77		
D-3120A	201,026	05/28/77	1,010,464	05/17
D-3439	275,161	03/30/77		

FRANCE

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	69.07714	03/18/69	69.07714	03/14/
D-2560	69.07715	03/18/69	69.07715	03/17/
D-2580	70/19,368	05/27/70	70.19368	07/12/
D-2837	70/29,530	08/11/70	70.29530	05/17/
D-3120A	74/18,382	05/28/74	74.18382	12/18/

GREAT BRITAIN

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	13,242	03/13/69	1,268,821	07/26/
D-2401A	43,036	09/08/70	1,268,822	07/26/
D-2560	13,243/69	03/13/69	1,255,224	03/29/
D-2580	25,007	05/22/70	1,318,051	09/19/
D-2580A	6324/73	05/22/70	1,319,410	10/03/
D-2837	38,506	08/10/70	1,328,223	12/27/
D-3120A	23712/74	05/29/74	1,472,480	08/31/
D-3439	16153/77	04/19/77	1,566,337	07/02/

GREECE

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401D	44	08/19/72	45,937	10/31/
D-2580	45	08/19/72	46,582	08/19/
D-2580re	4943	08/01/74	51,156	01/17/
D-2401DR	57881	12/22/78	57,881	

HOLLAND

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	69/04775	03/14/69	153,404	09/17/
D-2560	69/03946	03/27/69	154,894	02/18/
D-2580	70/07591	05/26/70	152,422	06/16/
D-2401A	77/06407	06/10/77		
D-3120A	74/06530	05/15/74		

HONG KONG

<u>Docket No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	75/1976	02/12/76	75/1976	02/12/
D-2580A	76/1976	02/12/76	76/1976	02/12/
D-2837	77/1976	02/12/76	77/1976	02/12/
D-2401A	483/1977	09/22/77	483/1977	09/22/
D-2580	484/1977	09/22/77	484/1977	09/22/
D-3120A			578/1977	11/17/
D-3439			506/1980	09/11/

INDIA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401D	1531/72	09/28/72	136.499	09/28,

ISRAEL

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	31,836	03/18/69	31,836	07/28,
D-2401A	38,735	02/10/72	38,735	05/29,
D-2560	31,826	03/17/69	31,826	03/30,
D-2580	33,915	02/02/70	33,915	05/29,
D-2580A	41,011	12/06/72	41,011	05/29,
D-2837	34,263	04/08/70	34,263	05/29,
D-3120A	44,575	04/04/74	44,575	01/05

ITALY

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2560	14,194A/69	03/17/69	961,012	12/10
D-2401A	24,773A/70	05/18/70	897,269	11/15
D-2580	24,954A/70	05/22/70	893,433	10/01
D-2837	28,773A/70	08/19/70	901,545	01/03
D-3120A	23,194A/74	05/27/74	1,019,625	11/30
D-3439	49,030A/77	04/20/77		

JAPAN

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401	27,171/69	04/08/69		
D-2401A	46,828/70	05/30/70	765,636	07/11
D-2560	21,204/69	03/18/69	768,992	11/08

JAPAN (CON'T)

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2580	44,908/70	05/27/70	778,416	08/12
D-2580A	119828/74	10/16/74	852,060	11/12
D-2837	71,143/70	08/12/70	811,493	09/12
D-3120A	61,424/74	05/29/74		
D-3439	47,280/77	04/22/77		

KOREA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-3439	955/77	04/20/77		

MEXICO

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2401C	136,581	06/28/72	141,144	02/1
D-2580	136,584	06/28/72	140,468	10/3
D-2837	136,583	06/28/72	141,091	01/2

PHILLIPINES

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-3439	19601	03/30/77		

SINGAPORE

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue</u>
D-2580A	380/1975	10/17/75	380/1975	02/1
D-2837	381/1975	10/17/75	381/1975	02/1
D-3439	354/1980	08/14/80	354/1980	09/0

SWEDEN

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue D.</u>
D-2560	3521/70	03/13/69	368,467	10/10/7
D-2580	6931	05/20/70	364,186	05/30/7
D-2837	11,255/70	08/18/70	377,889	11/13/7
D-2837A	15697-7	12/13/74		
D-3120A	74/070,442	05/28/74	7,407,044-2	05/18/7
D-2401-1	7800417-3	01/13/78	7800417-3	01/22/8
D-2401-1	7800418-1	01/13/78	7800418-1	01/22/8
D-2401-3	7800419-9	01/13/78	7800419-9	01/22/8

SWITZERLAND

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue D.</u>
D-2560	4101	03/17/69	512.864	09/15/7
D-2401A	4689/70	03/28/70	512.865	09/15/7
D-2580	7,777/70	05/25/70	529.491	10/15/7
D-2837	012,306/70	08/13/70	534.989	03/15/7
D-3120A	7340/74	05/28/74	600,718	12/15/7

VENEZUELA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue D.</u>
D-2401D	1572-72	08/18/72	30.146	10/26/7
D-2580	1571-72	08/18/72	30.171	10/29/7
D-2580A	2581-74	12/19/74	33,789	06/10/7
D-2401DR	2119-77	11/04/77	34,070	

WEST GERMANY

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue D.</u>
D-2401	P1917437.9	04/03/69		
D-2401A	P1951848.0	12/10/69	1,951,848	06/12/7
D-2560	P1913722.5	03/18/69	1,913,722	03/10/7
D-2580	P2017312.0	04/10/70	2,017,312	01/10/7
D-2837	P2030959.5	06/23/70	2,030,959	12/20/7
D-3120A	P2426249.5	05/29/74	2,426,249	06/13/8
D-3439	P2314670.9	04/01/77	2,714,670	01/08/7

WEST MALAYSIA

<u>Docket No.</u>	<u>Filing No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
D-2580A	260/75	12/09/75	260/75	12/09/75
D-2837	261/75	12/09/75	261/75	12/09/75
D-3439			210/81	07/23/81